

acceptable to the County under which such employees, agents, and Subcontractors agree to protect all County Confidential Information.

12.9. Statutory Requirements Prevail

In the event of a conflict between the provisions of the California Public Records Act, or any other law, and this Agreement, the provisions of such law shall prevail.

12.10. Contractor Confidential Information

The County shall use the same care to prevent disclosure of the records, data, and other information that is obtained by the County in confidence from Contractor or its Subcontractors in connection with its performance of this Agreement, whether oral, written, recorded on electronic media, or otherwise, and including all financial information, personnel information, reports, documents, correspondence, plans, and specifications, and other records, data, or information collected, received, stored, or transmitted in any manner, and that are exempt from disclosure under the California Public Records Act (collectively, the “Contractor Confidential Information”), as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Contractor Confidential Information shall not include information that the County can demonstrate was: (i) at the time of disclosure to the County, in the public domain; (ii) after disclosure to the County, published or otherwise made a part of the public domain through no fault of the County; (iii) in the possession of the County at the time of disclosure to it, if the County was not then under an obligation of confidentiality with respect thereto; (iv) received after disclosure by Contractor to the County from a third party who had a lawful right to disclose such information to the County; or (v) independently developed by the County without reference to Contractor Confidential Information. For purposes of this provision, information is in the public domain if it is generally known (through no fault of the County) to third parties who are not subject to nondisclosure restrictions similar to those in this Agreement.

13. TERM

13.1. Initial Term; Renewals

13.1.1. Initial Term and Appropriations

The period during which Contractor shall be obligated to provide the Services under this Agreement shall commence on the Effective Date (except as otherwise specified herein) and shall end on the seventh (7th) anniversary of the Cutover Date (the “Initial Term”), subject (as to any period beyond the County’s fiscal year ending on June 30, 2000) to appropriation by the County of funds for this Agreement for such period. To the extent any necessary appropriations are not made in the then-current fiscal year, the County’s payment obligations for such fiscal year shall be deemed contingent liabilities only, subject to appropriation in the following fiscal year. In the event that either no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments to be made under this Agreement, the County shall notify

Contractor of such occurrence and the Term of this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

13.1.2. Notification of Expiration

Contractor shall notify the County of the expiration of the Initial Term, and of any renewal thereof, not earlier than twelve (12) months, nor later than six (6) months, before the date on which the Term would expire if not renewed.

13.1.3. Renewal by County

The County may, in its sole discretion, extend the Initial Term for up to three (3) successive renewal periods of one (1) year each by providing written notice delivered to Contractor at least four (4) months before the end of the then-current Term.

13.1.4. Extensions by County

The County may, at its sole option and discretion, upon at least one hundred twenty (120) days' notice to Contractor, extend the effective date of any expiration or termination of the Term for successive periods of not less than one hundred twenty (120) days each, with such extension periods not to exceed six hundred (600) days in the aggregate. Each such extension shall be upon the same terms and conditions in effect immediately prior to such extension. Any adjustments to the Fees applicable to any extension period shall be mutually agreed by the Parties, consistent with the pricing methodology set forth in Schedule 7.1; in the event the Parties are unable to agree on such applicable Fees, the Fees shall be the same Fees as were applicable in the immediately preceding Contract Year or extension period, as the case may be, subject to COLA.

13.2. Early Termination

13.2.1. For Convenience

The County, after consultation with the Sheriff on any matters related to or affecting CLETS, shall have the right to terminate as to any category of the Services described in Schedule 1.4.2 (i.e., any individual system described therein) or Schedule 2.3 (i.e., any Service described in any Section thereof), for its convenience, or to end the Term for its convenience, effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), by delivering to Contractor a written notice of termination (the "Termination Notice") at least one hundred eighty (180) days before the Termination Date. In the event the County terminates all of the Services and the Term solely for its convenience, and Contractor has performed all of its obligations (including its Disentanglement obligations), the County shall pay to Contractor on or before the sixtieth (60th) day after the Termination Date, an amount determined in accordance with Schedule 13.2, less any severance fees normally paid pursuant to Contractor's standard policies

that are saved by Contractor as a result of the County's hiring of Contractor personnel in connection with the termination. In the event the County elects to terminate any category of Service (but not all Services in the aggregate) pursuant to the terms hereof, Contractor shall perform its Disentanglement obligations hereunder to the extent applicable to the Service or Services being terminated. In the event the County elects to terminate a category of Service described in Schedule 1.4.2 (i.e., any individual system described therein) or Schedule 2.3 (i.e., any Service described in any Section thereof), rather than all of the Services, the charge associated with the termination of such category or Service shall instead be an amount determined in accordance with Schedule 13.2 with respect thereto.

13.2.2. Change in Control of Contractor

In the event of a Change in Control of Contractor resulting from a single transaction or series of related transactions, the County shall have the right to end the Term by sending a Termination Notice to Contractor at least ninety (90) days prior to the Termination Date, provided that the County shall have delivered such notice to Contractor not later than ninety (90) days following the effective date of such Change in Control and the Board of Supervisors authorizes such termination based on a determination that the continued providing of the Services by Contractor as a result of such Change in Control is not in the best interests of the County. Except as provided in this Section 13.2.2, no termination pursuant to this Section 13.2.2 shall require the County to make any payments to Contractor not otherwise required under Section 7 hereof. In the event the County terminates the Services pursuant to this Section, and Contractor has performed all of its obligations (including its Disentanglement obligations), the County shall pay to Contractor on or before the sixtieth (60th) day after the Termination Date, the amount of the Initiation Fee determined in accordance with Schedule 13.2. Solely for purposes of this Section 13.2.2, "Control" shall mean, with respect to any Person, the legal, beneficial, or equitable ownership, direct or indirect, of more than fifty percent (50%) of the aggregate of all voting or equity interests in such Person; "Change in Control" shall mean any change in the legal, beneficial, or equitable ownership, direct or indirect, such that Control of such Person is no longer with the same Person or Persons as on the Effective Date. A Change in Control shall also be deemed to have occurred if, after a single transaction or a series of related transactions, or a restructuring of Contractor, or a transfer or removal of assets from Contractor, or assumption of debt by Contractor, the credit rating of Contractor's senior unsecured indebtedness is "B+" or less as rated by Standard and Poor's; and in such event the County shall have the option, exercisable within ninety (90) days of the effective date of such deemed Change in Control, to exercise its rights pursuant to this Section 13.2.2.

13.3. Termination for Default

Section 22 hereof notwithstanding, the Term may be ended by the County by a Termination Notice delivered to Contractor if Contractor commits a Default. Termination shall be effective at 11:59 p.m. on the Termination Date specified in the Termination Notice, subject to the provisions of Section 22.4 hereof; provided, however, that Contractor shall continue to perform its Disentanglement obligations hereunder until they are fulfilled. No termination pursuant to this

Section 13.3 shall be deemed a termination for convenience subject to Section 13.2.1 or otherwise require the County to make any payments to Contractor not otherwise required under Section 7 hereof. Termination shall not constitute the County's exclusive remedy for such Default, and the County shall not be deemed to have waived any of its rights accruing hereunder prior to such Default. If Contractor's Default is a result of Contractor's breach of any obligation under Section 12.2.1 (a), the County's right to end the Term by a Termination Notice pursuant to this Section 13.3 shall be subject to the Board of Supervisors authorizing such termination based on a determination that as a result of such Default the continued providing of the Services by Contractor is not in the best interests of the County.

13.4. Termination for Force Majeure Event

If a delay or interruption of performance by Contractor resulting from its experiencing a Force Majeure Event exceeds ten (10) days, despite Contractor's use of its best efforts (that shall not involve the payment of funds that would not be commercially reasonable under the circumstances), the County may terminate as to any of the categories of Services (in whole or in part), effective at 11:59 p.m. on the Termination Date, by delivering to Contractor a Termination Notice specifying the Termination Date; provided, however, that Contractor shall continue to perform its Disentanglement obligations in respect of such terminated Services until such obligations are fulfilled. Except as provided in this Section 13.4, no termination pursuant to this Section 13.4 shall require the County to make any payments to Contractor not otherwise required under Section 7 hereof. In the event the County terminates the Services pursuant to this Section, and Contractor has performed all of its obligations (including its Disentanglement obligations), the County shall pay to Contractor, on or before the sixtieth (60th) day after the Termination Date, the amount of the Initiation Fee and fifty percent (50%) of the "Termination for Convenience Fee," both as determined in accordance with Schedule 13.2.

13.5. Effect of Ending of Term

The expiration or termination of the Term shall not constitute a termination of this Agreement or any provision hereof that by its nature shall continue in force and effect, including Contractor's obligations with respect to Disentanglement.

13.6. No Termination by Contractor

Contractor may not, for any reason whatsoever, terminate the Term prior to its expiration, terminate this Agreement, or otherwise repudiate this Agreement or refuse to perform its obligations hereunder.